

SERIAL 01196 - CREDI-MIX CONCRETE

MARCH 31, 2005
CONTRACT PERIOD THROUGH ~~MARCH 31, 2004~~

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **REDI-MIX CONCRETE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **MARCH 06, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Jim Baker, MCDOT
~~Gabriela Varadi, Flood Control~~
Sharon Tohtsoni, Materials Management

(Please remove Serial **96199-X** from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **REDI-MIX CONCRETE**

1.0 INTENT:

The intent of this Invitation for Bids is to establish a two (2) year pricing agreement, with three (3), one (1) year options for renewal, for the items specifically listed herein. Also included in the IFB are requests for the participant to offer blanket discounts for related supplies as covered by current pricing documents. Usage quantities provided are best effort estimates of usage, and may deviate greatly in actuality. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Materials to be delivered to various Maricopa County using agencies as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
(participant shall state "comply " or "can't comply")	
2.1 MATERIAL:	<p>The concrete supplies shall meet the specifications of Section 220 and Section 725 of the Uniform Standard Specifications for Public Works Construction by the Maricopa Association of Governments, current edition.</p>
2.2 AWARD:	<p>Because of the varying nature and locations of County requirements, the contract will be awarded to multiple vendors based on delivered price, plant location and supplies offered. Awards will be made to the lowest responsive/responsible bidder(s) meeting specifications.</p>
2.3 QUANTITIES:	<p>The quantities specified in this invitation for bids are estimates of requirements on a County wide basis. Actual requirements depend on the project, location and nature of work to be performed.</p>
2.4 REMOTE AREAS:	<p>Remote areas such as Wickenburg, Gila Bend, Aguila and Harquahala Valley are not subject to the contract, and the County reserves the right to obtain materials from local producers in these locations, when and if available.</p>
2.5 DELIVERY:	<p>Delivery is required F.O.B. Destination to various County locations.</p>

2.0 TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
(participant shall state "comply " or "can't comply")	
2.6 QUALITY:	<p>The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon the notice of deficiency.</p>
2.7 PLANT CERTIFICATION:	<p>Bidders shall enclose copies of the current plant certifications as issued by the National Redi-Mix Concrete Association or Arizona Rock Products Association.</p>
2.8 ADDITIONAL PRICING:	<p>Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Three (3) sets of catalogs/pricing documents shall accompany any additional pricing offered.</p>
2.9 TAX:	<p>No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.</p>
2.10 REFERENCES:	<p>Contractors must provide at least five (5) reference accounts to which they are presently providing this service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.</p>
2.11 VENDOR'S PROPOSAL COLUMN:	<p>Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.</p>
2.12 DELIVERY:	<p>Delivery is required F.O.B. Destination, freight pre-paid within five (5) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.</p>

2.13 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.14 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.15 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.16 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.17 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.18 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have five (5) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.19 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.20 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.21 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.22 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.23 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.23.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.23.2 Documentation that names the replacement product or model.
- 2.23.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.23.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.23.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.24 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00.** No other request is valid.

2.25 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce Materials to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive. Contractor shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of equal or greater quality and functionality. Where Materials are offered that are not identical to the requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, bidders shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid.

2.26 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.27 ADDITIONAL PRICING:

Contractor is strongly encouraged to offer additional pricing for related items, products and components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. Three (3) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.28 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.28.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.28.2 Vendor proposal column/section, MANDATORY
- 2.28.3 Pricing pages, MANDATORY
- 2.28.4 Copies of Catalogs/Pricing Documents (if required)
- 2.28.5 Mix designs for each mix submitted, MANDATORY
- 2.28.6 Literature, Technical and Descriptive, MANDATORY
- 2.28.7 Vendor Information, MANDATORY
- 2.28.8 Agreement page, MANDATORY
- 2.28.9 References, MANDATORY

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Vendor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Vendor's work or service.

3.3.2.1 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Vendor's operations and products and completed operations.

If the Vendor subcontracts any part of the work, services or operations awarded to the Vendor, Vendor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Vendor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Vendor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Vendor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Vendor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Vendor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Vendor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Vendor.

3.3.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Vendor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 FAILURE TO EXECUTE:

Upon failure of the successful Contractor to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages to offset the cost to the County of conducting another invitation for bids. Contractor acknowledges that the County's loss as a result of the Contractor's failure to execute a contract would be difficult to determine, and that the value of the bid security is a fair and reasonable estimate of what those damages might be.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, DEPT. OF TRANSPORTATION, 602-506-4054

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

MACCAFERRI GABIONS INC, 8433 N. BLACK CANYON HWY, STE 100, PHOENIX, AZ 85021

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES ___X___ NO

ACCEPT PROCUREMENT CARD: _____ YES ___X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: _____ YES ___X___ NO _____% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES _____ NO

B0609039 / C561003

BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

6.0 PRICING, PER SPECIFICATIONS, CONCRETE REDI-MIX

ITEM DESCRIPTION

6.1 Specific Pricing:

PRICING SHALL BE DELIVERED PRICE IN 10-MILE INCREMENTS, AS INDICATED BELOW:

DESCRIPTION	ESTIMATED QUANTITY	1 ST YEAR PRICE PER CUBIC YD DELIVERED	2 ND YEAR PRICE PER CUBIC YD DELIVERED
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6.2 Specific Pricing (Accessories):

6.2.1 Gabions, Mesh type:

6.2.1.1	6'L x 3'W x 3'H	10 each	44.40	444.00
6.2.1.2	9'L x 3'W x 3'H	10 each	64.20	642.00
6.2.1.3	12'L x 3'W x 3'H	10 each	80.30	803.00
6.2.1.4	6'L x 3'W x 1.5'H	10 each	30.50	305.00
6.2.1.5	9'L x 3'W x 1.5'H	10 each	43.90	439.00
6.2.1.6	12'L x 3'W x 1.5'H	10 each	54.60	546.00
6.2.1.7	6'L x 3'W x 1'H	10 each	27.30	273.00
6.2.1.8	9'L x 3'W x 1'H	10 each	38.00	380.00
6.2.1.B249	12'L x 3'W x 1'H	10 each	47.00	470.00

6.7 Additional Pricing: Gabion Pricing Based on Quantity Specified.
Additional Discounts May Apply for Larger Quantities.

MACCAFERRI GABIONS INC, 8433 N. BLACK CANYON HWY., STE 100, PHOENIX, AZ 85021

Terms:	Net 30
Federal Tax ID Number:	13-1208793
Vendor Number:	131208793 A
Telephone Number:	602-246-9071
Fax Number:	602-246-9075
Contact Person:	Robert W. Myers
Email Address:	N/A
Contract Period:	To cover the period ending MARCH 31, 2005. 2004.

SHORTY'S CONCRETE, 301 W. BROADWAY ROAD, PHOENIX, AZ 85041

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

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BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

6.0 PRICING, PER SPECIFICATIONS, CONCRETE REDI-MIX

ITEM DESCRIPTION

6.1 Specific Pricing:

PRICING SHALL BE DELIVERED PRICE IN 10-MILE INCREMENTS, AS INDICATED BELOW:

	DESCRIPTION	ESTIMATED QUANTITY	1 ST YEAR PRICE PER CUBIC YD DELIVERED	2 ND YEAR PRICE PER CUBIC YD DELIVERED
6.1.1	MAG A/3000 PSI Concrete	50 cu yds		
	10 Miles		\$61.00	\$61.00
	20 Miles (delivery charge incl)		\$62.67	\$62.67
	30 Miles (delivery charge incl)		\$66.00	\$66.00
	40 Miles (delivery charge incl)		\$69.33	\$69.33
	50 Miles (delivery charge incl)		\$72.67	\$72.67
6.1.2	MAG B/2500 PSI Concrete	10 cu yds		
	10 Miles		\$59.00	\$59.00
	20 Miles (delivery charge incl)		\$60.67	\$60.67
	30 Miles (delivery charge incl)		\$64.00	\$64.00
	40 Miles (delivery charge incl)		\$67.33	\$67.33
	50 Miles (delivery charge incl)		\$70.67	\$70.67
6.1.3	MAG C/2000 PSI Concrete	10 cu yds		
	10 Miles		\$58.00	\$58.00
	20 Miles (delivery charge incl)		\$59.67	\$59.67
	30 Miles (delivery charge incl)		\$63.00	\$63.00
	40 Miles (delivery charge incl)		\$66.33	\$66.33
	50 Miles (delivery charge incl)		\$69.67	\$69.67

6.3 Stand by Charge: \$ 1.00 per minute

6.4 Minimum Order: 6 Cu. Yds

SHORTY'S CONCRETE, 301 W. BROADWAY ROAD, PHOENIX, AZ 85041

- 6.5 List Your Plant Locations: 301 W. Broadway Phoenix, Arizona 85041
- 6.6 Additional Pricing: For quantities under 6 yards see 6.4.
- 6.7 Additional Pricing: Saturday after 12pm & All day Sunday \$10.00 extra per yd.
 Night pours = \$600.00 opening charge
 Holidays = \$10.00 extra per yd.

Terms: **2%**
~~2 1/4%~~ 10 days Net 30

Federal Tax ID Number: 86-0119071

Vendor Number: 860119071 **B**

Telephone Number: 602-276-1085

Fax Number: 602-276-2907

Contact Person: Sandra Tompkins

Company Website: www.azshortys.com

Email Address: getshortys@aol.com

Contract Period: To cover the period ending **MARCH 31, 2005.** ~~2004.~~

RINKER MATERIALS, HYDRO CONDUIT DIVISION, 1011 S 43RD AVENUE, PHOENIX, AZ 85009
UNITED METRO MATERIALS, 701 N. 44TH STREET, PHOENIX, AZ 85072 2140 85013

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☒ NO

B0609039 / C561003

BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

6.0 PRICING, PER SPECIFICATIONS, CONCRETE REDI-MIX

ITEM DESCRIPTION

6.1 Special Pricing:

PRICING SHALL BE DELIVERED PRICE IN 10-MILE INCREMENTS, AS INDICATED BELOW:

	DESCRIPTION	ESTIMATED QUANTITY	1 ST YEAR PRICE PER CUBIC YD DELIVERED	2 ND YEAR PRICE PER CUBIC YD DELIVERED
6.1.1	MAG A/3000 PSI Concrete	50 cu yds		
	10 Miles		60.00	63.00
	20 Miles		63.50	66.50
	30 Miles		67.00	70.00
	40 Miles		70.50	73.50
	50 Miles		74.00	77.00
6.1.2	MAG B/2500 PSI Concrete	10 cu yds		
	10 Miles		58.00	61.00
	20 Miles		61.50	64.50
	30 Miles		65.00	68.00
	40 Miles		68.50	71.50
	50 Miles		72.00	75.00
6.1.3	MAG C/2000 PSI Concrete	10 cu yds		
	10 Miles		56.00	59.00
	20 Miles		59.50	62.50
	30 Miles		63.00	66.00
	40 Miles		66.50	69.50
	50 Miles		70.00	73.00

RINKER MATERIALS, HYDRO CONDUIT DIVISION, 1011 S 43RD AVENUE, PHOENIX, AZ 85009
UNITED METRO MATERIALS, 701 N. 44TH STREET, PHOENIX, AZ 85072 2140 85013

6.1.4	Concrete Grout, 8/Sack, per MAG Specification 220.5		
	100 cu yds		
	10 Miles	80.00	83.00
	20 Miles	83.50	86.50
	30 Miles	87.00	90.00
	40 Miles	90.50	93.50
	50 Miles	94.00	97.00
6.1.5	Concrete Grout, 4/Sack, 15% 3/8 Rock	25 cu yds	
	10 Miles	60.00	63.00
	20 Miles	63.50	66.50
	30 Miles	67.00	70.00
	40 Miles	70.50	73.50
	50 Miles	74.00	77.00
6.1.6	Concrete Grout, 2/Sack, 10% Gravel	25 cu yds	
	10 Miles	50.00	53.00
	20 Miles	53.50	56.50
	30 Miles	57.00	60.00
	40 Miles	60.50	63.50
	50 Miles	64.00	67.00
6.1.7	Lean Concrete Backfill, 1/2 Sack, 500 p.s.i. @ 28 days (max.)		
	10 cu yds		
	10 Miles	50.00	53.00
	20 Miles	53.50	56.50
	30 Miles	57.00	60.00
	40 Miles	60.50	63.50
	50 Miles	64.00	67.00
6.1.8	Concrete Dye:	\$ 3.50/CY COLOR ADD & WASH OUT	
		* CUSTOMER TO PURCHASE COLOR AND DELIVER TO U.M. PLANT	
6.3	Stand by Charge:	\$60.00/HOUR	
6.4	Minimum Order:	6 Cu. Yds.	
6.5	List Your Plant Locations:	#102 - BEELINE & MCDOWELL, MESA	
		#141 - MARICOPA RD @ GILA RIVER, GRIC	
		#107 - 7TH STR & BEARDSLEY, PHOENIX	
		#148 - HWY 93 2 MI NO CASA BLANCA, GRIC	
		#110 - 11000 SO MILLER RD, BUCKEYE	
		#111 - 3640 SO 19TH AVE, PHOENIX	
		#112 - 11920 W GLENDALE, GLENDALE	
		#115 - DOBSON AND McKELLIPS, MESA	

RINKER MATERIALS, HYDRO CONDUIT DIVISION, 1011 S 43RD AVENUE, PHOENIX, AZ 85009
UNITED METRO MATERIALS, 701 N. 44TH STREET, PHOENIX, AZ 85072-2140-85013

#117 – HIGLEY AND THOMAS, MESA

#141 – MARICOPA ROAD AND GILA RIVER, GRIC

#143 – 2854 W. BASELINE, APACHE JUNCTION

6.6 Additional Pricing:

WINTERSET (HOT WATER) AND SUMMERSET (COLD WATER ADDED @
CUSTOMER'S REQUEST @ \$ 1.00/CY

R/M SATURDAY CHARGE @ \$ 3.00/CY

ACCELERATOR ADDED @ \$.45/UNIT

NON-CHLORIDE ACCELERATOR ADDED @ \$.60/UNIT

ICE ADDED @ \$.15/LB

6.7 Additional Pricing:

Ready Mix Short Loads	
Under 2 CY	\$100.00
4 CY	\$ 75.00
6 CY	\$ 50.00

Terms: 2% 15TH, Net 30

Federal Tax ID Number: **58-1416933** ~~86-0478394~~ ~~86-0085020~~

Vendor Number: **581416933 A** ~~860478394~~ ~~860085020~~

Telephone Number: **602-278-3526** ~~602-220-5609~~

Fax Number: **602-484-0705** ~~602-220-5629~~

Contact Person: **DEBBIE TRAVIS** ~~PHIL MALLOT MALOTT~~

Company Website: www.metromat.com

Email Address: phillipm@metromat.com

Contract Period: To cover the period ending **MARCH 31, 2005.** ~~2004~~

VULCAN MATERIALS – WESTERN DIV., 1801 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES ___X___ NO

ACCEPT PROCUREMENT CARD: _____ YES ___X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X___ NO
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: _____ YES ___X___ NO _____% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES ___X___ NO

B0609039 / C561003

BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

6.0 PRICING, PER SPECIFICATIONS, CONCRETE REDI-MIX

ITEM DESCRIPTION

6.1 Special Pricing:

PRICING SHALL BE DELIVERED PRICE IN 10-MILE INCREMENTS, AS INDICATED BELOW:

	DESCRIPTION	ESTIMATED QUANTITY	1 ST YEAR PRICE PER CUBIC YD DELIVERED	2 ND YEAR PRICE PER CUBIC YD DELIVERED
6.1.1	MAG A/3000 PSI Concrete	50 cu yds		
	10 Miles		\$55.90	\$58.40
	20 Miles		\$58.62	\$61.12
	30 Miles		\$61.34	\$63.84
	40 Miles		\$64.06	\$66.56
	50 Miles		\$66.77	\$69.27
6.1.2	MAG B/2500 PSI Concrete	10 cu yds		
	10 Miles		\$53.70	\$56.20
	20 Miles		\$56.42	\$58.92
	30 Miles		\$59.13	\$61.63
	40 Miles		\$61.85	\$64.35
	50 Miles		\$64.57	\$67.07
6.1.3	MAG C/2000 PSI Concrete	10 cu yds		
	10 Miles		\$51.20	\$53.70
	20 Miles		\$53.92	\$56.42
	30 Miles		\$56.63	\$59.13
	40 Miles		\$59.35	\$61.85
	50 Miles		\$62.07	\$64.57
6.1.4	Concrete Grout, 8/Sack, per MAG Specification 220.5	100 cu yds		
	10 Miles		\$72.19	\$74.69

VULCAN MATERIALS – WESTERN DIV., 1801 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

20 Miles	\$74.91	\$77.41
30 Miles	\$77.63	\$80.13
40 Miles	\$80.34	\$82.84
50 Miles	\$83.06	\$85.56

6.1.5 Concrete Grout, 4/Sack, 15% 3/8 Rock
25 cu yds

10 Miles	\$50.06	\$52.56
20 Miles	\$52.78	\$55.28
30 Miles	\$55.50	\$58.00
40 Miles	\$58.21	\$60.71
50 Miles	\$60.93	\$63.43

6.1.6 Concrete Grout, 2/Sack, 10% Gravel
25 cu yds

10 Miles	\$42.00	\$44.50
20 Miles	\$44.71	\$47.21
30 Miles	\$47.43	\$49.93
40 Miles	\$50.15	\$52.65
50 Miles	\$52.86	\$55.36

6.1.7 Lean Concrete Backfill, 1/2 Sack, 500 p.s.i. @ 28 days (max.)
10 cu yds

10 Miles	\$35.05	\$37.55
20 Miles	\$37.77	\$40.27
30 Miles	\$40.48	\$42.98
40 Miles	\$43.20	\$45.70
50 Miles	\$45.92	\$48.42

6.1.8 Concrete Dye: \$25.00 per load (Clean Out Charge) (Color supplied by Customer)

6.3 Stand by Charge: \$ 60.00 PER HOUR (Allotted time) - 5 Minutes per yard to unload.

Standby time will be charged at \$1.00 per minute over allotted time.

6.4 Minimum Order: \$ 50.00 LESS THE 5 YDS –
\$ 75.00 LESS THAN 4 YDS –
\$100.00 LESS THAN 3 YDS

6.5 List Your Plant Locations: PLT# 18 WEST PLANT 4830 S. 43RD AVE

PLT# 12 SUN CITY 14521 N. 115TH AVE

PLT# 24 LITCHFIELD 11923 W. INDIAN SCHOOL

PLT# 16 MESA 1900 N. LONGMORE

PLT# 39 HIGLEY HIGLEY & THOMAS RIVER BOTTOM

VULCAN MATERIALS – WESTERN DIV., 1801 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

6.6 Additional Pricing: SATURDAY DELIVERLY \$ 3.00 PER YARD
HOT WATER \$ 1.00 PER YARD
COLD WATER \$ 1.00 PER YARD

Terms: 2% 15 days Net 30

Federal Tax ID Number: 95-0645790

Vendor Number: 950645790

Telephone Number: **602-254-8465** ~~602-452-5535~~

Fax Number: **602-528-8940** ~~602-258-8948~~

Contact Person: Teresa Coleman

Email Address: colemant@vmcmail.com

Contract Period: To cover the period ending **MARCH 31, 2005.** ~~2004~~